REMARKS

Applicant would like to thank the Examiner for the courteous telephone interview extended to the undersigned on August 3, 2009. Applicant respectfully requests reconsideration and allowance of the above-identified application in view of above amendments and the following remarks. Claims 1-27 and 30-31 are pending in the present application. By this amendment, claims 1, 15, 30, and 31 have been amended. No new matter has been added.

Summary of Interview Pursuant to MPEP 713.04

(A)   A brief description of the nature of any exhibit shown or any demonstration conducted

- There was no exhibit shown or demonstration conducted.

(B)   Identification of the claims discussed

- Claim 1 was discussed.

(C)   Identification of specific prior art discussed

- Prior art reference Novak was discussed.

(D)   Identification of the principal proposed amendments of a substantive nature discussed

- No specific proposed amendment of a substantive nature was discussed.

(E)   The general thrust of the principal arguments of the applicant and the examiner should also be identified

- The general thrust of the discussion centered on the definition of the term "sub-copy" in claim 1 and how it can be further amended to clearly indicate that sub-copies and copies of sub-copy of a bound instance are made only by clients connected to a hub network (bound instances). Novak was discussed with respect to locked content data and license data bound to a hub network.

- Applicant stated that Novak does not appear to show the concept of "sub-copies of a bound instance" that is tied to a hub network, where sub-copies or copies of sub-copy of a bound instance are made only by clients connected to the hub network.

- Applicant further stated that the concept of "sublicense" in Novak appears to indicate request to transfer a portion of the license rather a license tied to a "sub-copy" as claimed in claim 1.

- However, claim 1 should be amended to clearly state that sub-copies and copies of sub-copy of bound instance are made only by clients connected to a hub network and that the license data tied to a "sub-copy of a bound instance" is bound to the hub network.

(F)   A general indication of any other pertinent matters discussed

- No other pertinent matters were discussed.

(G)   If appropriate, the general results or outcome of the interview

- Examiner did not commit to the allowance of claim 1 (or any other claims) as a result of the above-described amendment.

(H)   In the case of an interview via electronic mail, a paper copy of the Internet e-mail contents MUST be made and placed in the patent application file as required by the Federal Records Act in the same manner as an Examiner Interview Summary Form, PTOL 413, is entered.

- The subject telephone interview was telephonic, making this requirement moot.

§112 Rejection of Claims 1-27, 30-31

In Section 9 of the Office Action, claims 1-27 and 30-31 are rejected under 35 U.S.C. §112, first paragraph, as failing to comply with the written description requirement. The Office Action specifically states that the "specification does not support the amendment that specifies "copies of said sub-copy locked content data can be made only by other clients connected to said hub network.""

Claim 1 (as well as other independent claims) has been amended to clearly state

that sub-copies and copies of sub-copy of bound instance are made only by clients

connected to a hub network and that the license data tied to a "sub-copy of a bound

instance" is bound to the hub network (see Limitation (f)). Specifically, claim 1 has been

amended as follows:

> A method of acquiring a license in a hub network,
> comprising:
>
> (a) sending a license request from a client to a server;
>
> (b) sending a connection confirmation from said client
> to said server; and
>
> (c) receiving license data at said client from said server
> in response to said license request;
>
> (d) wherein said client and said server are connected in
> a hub network, said license request identifies a sub-
> copy version stored on said client, which is a copy
> of a source version stored on said server, the source
> version being a source for copies of content data in
> the hub network,
>
> (e) said sub-copy version includes sub-copy locked
> content data, and said license data corresponding to
> said sub-copy version is bound to said hub network,
>
> (f) wherein said <u>sub-copy locked content data and
> copies of said sub-copy locked content data of a
> bound instance are made only by clients connected
> to said hub network</u>.

(Limitation designators and emphasis added for easy reference)

Support for Limitation (f) can be found in the last two lines of Paragraph [0031]

(of the Publication of the present invention – Pub. No. 2004/0117483) as follows:

[0031] … Members of that hub network can make sub-copies of the content data of a bound instance.

Accordingly, it is submitted that the rejection of claims 1-27 and 30-31 based upon 35 U.S.C. §112 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§102 Rejection of Claims 1, 3-5, 7-15, 17-27 and 30-31

In Section 11 of the Office Action, claims 1, 3-5, 7-15, 17-27, and 30-31 stand rejected under 35 U.S.C. §102(e) as being anticipated by Novak (U.S. Patent Application No. 2003/0097655, hereinafter referred to as "Novak").

Regarding system claim 1, as amended, it recites:

A method of acquiring a license in a hub network, comprising:

(a) sending a license request from a client to a server;

(b) sending a connection confirmation from said client to said server; and

(c) receiving license data at said client from said server in response to said license request;

(d) wherein said client and said server are connected in a hub network, said license request identifies a sub-copy version stored on said client, which is a copy of a source version stored on said server, the source version being a source for copies of content data in the hub network,

(e) said sub-copy version includes sub-copy locked content data, and said license data corresponding to said sub-copy version is bound to said hub network,

(f) wherein said <u>sub-copy locked content data and
copies of said sub-copy locked content data of a
bound instance are made only by clients connected
to said hub network</u>.

(Limitation designators and emphasis added for easy reference)

Regarding amended limitation (e), it recites that "said sub-copy version includes

sub-copy locked content data, and said license data corresponding to said sub-copy

version is bound to said hub network".

Regarding amended limitation (f), it recites that "wherein <u>further copies of said

sub-copy locked content data can be made only by other clients connected to said hub

network</u>."

These limitations are disclosed in at least Paragraphs [0031] to [0033] and [0061]

(of the Publication of the present invention – Pub. No. 2004/0117483) as follows

(emphasis added):

> [0031] As discussed below, an instance that is compliant
> with hub network operation is in one of two exclusive
> states: discrete or bound. A discrete instance is independent
> of any hub network and can be played or presented through
> any compliant device (according to the license of the
> discrete instance). However, a compliant device cannot
> make a usable copy of a discrete instance. A discrete
> instance includes locked content data and a discrete license.
> The locked content data of the discrete instance is referred
> to as the "discrete version" of the locked content data. The
> locked content data is locked by being protected from
> unauthorized access, such as by encryption. A bound
> instance is bound to one hub network. The bound instance
> is one logical instance represented by locked content data
> and corresponding licenses stored on the server of the hub
> network and on zero or more of the clients of the hub
> network. The <u>locked content data stored by the server is the
> source for copies of the content data in the hub network and
> is the "source version."</u> <u>Copies of the source version</u>

content data are stored on clients and are "sub-copy
versions" (though some or all of the data in the discrete
version, the source version, and/or any of the sub-copy
versions can be the same). A bound instance can only be
played or presented through a compatible compliant device
that is a member of that hub network. Members of that hub
network can make sub-copies of the content data of a
bound instance.

[0032] … When a new sub-copy is created, a license is also
created for the sub-copy from the root license. …

[0033] … A lowercase letter indicates a sub-copy version
of locked content data. For example, a sub-copy version of
the movie A is indicated by "a". The versions also have
corresponding licenses (not shown in FIGS. 2-16): a
discrete version has a discrete license, a source version has
a root license, and a sub-copy version has a sub-copy
license.

[0061] The clients in a hub network play or present content
data from instances of content (e.g., by decrypting and
rendering content data stored in a version of the locked data
of an instance). A client device receives a sub-copy version
of locked content data and a sub-copy license for a bound
instance from the server or receives streamed data from the
server. A client device includes storage for storing sub-
copy versions (a storage client device) or does not store
sub-copy versions (a non-storage client device). A client
device presents content data directly through integrated
components or through a connected terminal device. In
another implementation, a client device can also stream
content data from a sub-copy version to another client
device that is a member of the same hub network.

The Office Action cites following paragraph [0099] of Novak as disclosing

limitation (e) of claim 1 regarding the sub-copy version stored on a server. This

paragraph is recited here:

[0099] The STB 102 then receives (or may have previously
received) a segment 418 of digital content 404 from a
content source 420. The content source 420 may be

embodied as a server in communication with the STB 102
via the network connection 408. For instance, the content
source 420 may be located within a broadcast center 110 or
may be a separate server accessible via the network 101 or
the Internet 112. As described more fully below, the
content source 420 may also be physical media.

The Office Action also comments that the "license information allows the client to

access specific content that was previously received and stored ([0099]), which meets the

limitation of said license request identifies a sub-copy version stored on said client, said

sub-copy version includes sub-copy locked content data, and said license data is bound to

said hub network."

However, applicants respectfully disagree with the Office Action regarding the

characterization of the above cited passage of Novak as disclosing limitation (e) of claim

1. In contrast to limitation (e) of claim 1, the concept of "sublicense" in Novak appears

to indicate request to transfer a portion of the license rather a license tied to a "sub-copy".

Regarding amended limitation (f), it recites that "wherein <u>further copies of said

sub-copy locked content data can be made only by other clients connected to said hub

network</u>." These limitations are also disclosed in at least Paragraphs [0031] to [0033]

and [0061] (of the Publication of the present invention – Pub. No. 2004/0117483) as

recited above.

Applicants respectfully submit that Novak fails to show the concept of "sub-

copies of a bound instance" that is tied to a hub network, where sub-copies or copies of

sub-copy of a bound instance are made only by clients connected to the hub network.

Regarding claim 3, it recites a further limitation to claim 1 that "updating a sub-copy license for a sub-copy version stored on said client; wherein said sub-copy license corresponds to said sub-copy version, and updating license data for said sub-copy version includes updating said sub-copy license according to said received license data."

These limitations are disclosed in at least Paragraph [0116] as follows (emphasis added):

> [0116] The components stored on a client 2350 are similar to those stored on a server 2305, but the license is different. The client components 2350 include: locked content data 2355, header information 2360, and a secure area 2365 that includes a key 2370, a sub-copy license 2375, and a revocation list 2380. The licensing authority data of the header information 2360 indicates an external licensing authority (e.g., the same authority that indicated by the discrete instance upon which the bound instance is based) and the server corresponding to the bound instance as a local licensing authority. As noted above, some implementations of bound instances do not include licensing authority data. The sub-copy license 2375 indicates the set of permissions defined for the specific locked content data 2355 according to the root license of the corresponding bound instance, including rules for presenting the content such as any time restrictions. The sub-copy license 2375 is cryptographically bound to the specific client. The sub-copy license 2375 includes an expiration period for when the client is unable to refresh the license, as discussed below. As discussed above, a client device maintains a revocation list and updates the revocation list according to the revocation list 2380. A compliant client device will not present or play a sub-copy version if that device is listed in the client's revocation list. In one implementation, a compliant device also will not provide a sub-copy to a device that is listed in the client's revocation list.

The Office Action cites following Paragraphs [0107] and [0119] of Novak as disclosing the limitations of claim 3, which are recited here:

[0107] Once the expiration time 504 has passed, the STB 102, in one embodiment, automatically deletes the license 411 (and any decrypted access keys 414), requiring a temporary connection 502 to be re-established before the content 404 may again be viewed. Alternatively, the STB 102 may block access to the license 411 until the license 411 is re-verified. Until the expiration time 504 has passed, the license 411 and corresponding license key 412 may continue to be used by the STB 102, in one embodiment, without re-establishing the temporary connection 502. One purpose for the expiration time 504 is to allow the convenience of temporary connections 502, while recognizing that a user 402 may transfer the license 411, in whole or in part, before the natural termination thereof. Additionally, a license 411 may be revoked in certain circumstances, such as for non-payment.

[0119] Of course while a license key 412 is depicted, those of skill in the art recognize that the whole license 411, or a subset of the license 411 including the license key 412 may be sent between the verification entity 406 and an STB 102.

The Office Action also comments that "Novak discloses that the license information can include sublicenses and is required to b re-verified after expiration ([0107 & 0119]), which meets the limitation of updating a sub-copy license for a sub-copy version stored on said client, wherein said sub-copy license corresponds to said sub-copy version, and updating license data for said sub-copy version includes updating said sub-copy license according to said received license data ..."

However, applicants respectfully disagree with the Office Action regarding the characterization of the above cited paragraphs of Novak as disclosing the limitations of claim 3.

Contrary to the Examiner's assertion, above-cited paragraphs of Novak do not specifically recite "sub-copy licenses" or "sublicenses". Further, even comparing the

more relevant Paragraph [0039] of Novak which specifically recites "sublicense", it is submitted that the concept of "sublicense" in Paragraph [0039] of Novak appears to indicate request to transfer a portion of the license rather a license tied to a "sub-copy" as claimed in claim 1.

Based on the foregoing discussion, claims 1 and 3 should be allowable over Novak. Since amended independent claims 15, 30, and 31 recite substantially similar limitations as recited in claim 1, claims 15, 30, and 31 should also be allowable over Novak. Further, since claims 4-5, 7-14, and 17-27depend from one of claims 1 and 15, claims 4-5, 7-14, and 17-27 should also be allowable over Novak.

Accordingly, it is submitted that the rejection of claims 1, 3-5, 7-15, 17-27 and 30-31 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 2, 6 and 16

In Section 14 of the Office Action, claims 2, 6 and 16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Novak, in view of Molaro (U.S. Patent Publication No. 2004/0139027, hereinafter referred to as "Molaro").

Regarding claim 2, it recites "synchronizing a client clock with a server clock by setting said client clock according to said server clock before receiving said license data including a sub-copy license at said client; wherein said client clock is a secure clock of said client, said server clock is a secure clock of said server."

These limitations are disclosed in at least Paragraph [0104] as follows (emphasis added):

> [0104] A server manages time administration for the hub network. Time administration includes relative time and absolute time management. The server manages time to enforce time-based limitations, such as in licenses for discrete or bound instances of content in the hub network. Clients also manage time internally, or with reference to the time administration of the server. <u>When a client receives a license for a sub-copy version from a licensing authority, the client synchronizes time information with the licensing authority before receiving the license.</u> Servers and clients use secure mechanisms for managing time.

The Office Action cites Paragraph [0010] of Molaro as disclosing the limitations of claim 2, which is recited here:

> [0010] … The <u>content source can include a secure clock and the local device can utilize the secure clock to synchronize the decryption of the encrypted content according to the one or more encryption keys</u>. The local device and the local storage can be coupled via a home network. The home network and the content server can be coupled to the internet. The home network can be coupled to the internet via a broadband connection. The home network can comprise an ethernet network. The home network can comprise a wireless network. The one or more encryption keys can be stored at the content source as encrypted encryption keys. The content comprises audio, video, or image data.

However, applicants respectfully disagree with the Office Action regarding the characterization of the above cited paragraph of Molaro as disclosing the limitation of claim 2.

In the above-cited paragraph of Molaro, it is stated that the "content source can include a secure clock and the local device can utilize the secure clock to synchronize the

decryption of the encrypted content according to the one or more encryption keys."

Thus, in Molaro, the secure clock is used to synchronize the decryption of the encrypted

content according to the one or more encryption keys. By contrast, a client clock of

claim 2 is synchronized with a server clock by setting the client clock according to the

server clock before receiving said license data including a sub-copy license at the client".

Similar arguments apply to claims 6 and 16 with respect to Molaro.

Accordingly, it is submitted that the rejection of claims 2, 6 and 16 based upon 35

U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is

respectfully requested.

Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-27, 30 and 31 in view of the amendments and remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

Dated: August 7, 2009   By: /Samuel S. Lee/
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